

REMARKS

Claims 11, 28-31, and 59-62 are cancelled. Claims 1-10, 12-27, and 32-58 are now pending in the application. The amendments to the claims as indicated herein do not add any new matter to this application. Furthermore, amendments made to the claims as indicated herein have been made to exclusively improve readability and clarity of the claims and not for the purpose of overcoming alleged prior art. Each issue raised in the Office Action mailed May 18, 2007 is addressed hereinafter.

I. ISSUES NOT RELATING TO PRIOR ART

A. DRAWINGS

The Office Action objected to the drawings for failing to show reference sign(s) 1, 6, and 7. However, applicants have carefully reviewed the specification and do not believe that the specification uses reference numerals 1, 6, or 7. The lowest reference numeral used in the description is 100 in FIG. 1. Applicants believe that the drawing objection is incorrect and may have been intended for a different application. Clarification is respectfully requested.

B. CLAIMS 12, 15, 18, 19, 23-27, 43, 46, 49, 50, 54, 55, 56-58—

INDEFINITENESS ISSUES

The Office Action rejected claims 12, 15, 18, 19, 23-27, 43, 46, 49, 50, 54, 55, 56-58 under 35 U.S.C. 112 as allegedly indefinite. The rejection is respectfully traversed.

For claims 12 and 43, which recite that “the quantity of update messages to be formatted is unequal to the quantity of formatted update messages to be enqueued,” the Office Action contends that the claims are “vague and can be considered to be obvious as well. ... The quantity is not specific enough” Obviousness is not a proper rationale for rejection under section 112 and the Office Action does not address the inquiries required under *Graham v. John Deere* for a proper obviousness rejection. The claims are also not vague and there is no requirement to state particular quantities. An accused infringer, or a person of ordinary skill in the art, can easily understand the claim as covering a process or computer-readable medium in which one quantity

of messages is unequal in number to another quantity of messages—the actual quantities are unimportant because inequality is the point of the claim. The fact that a claim is broad, by covering any quantity, does not make the claim indefinite if the process steps recited in the claim are clear. Reconsideration is respectfully requested.

For claims 15 and 46, the Office Action contends that the “pre-determined number of update messages” is vague because the pre-determined number is not specified. Applicants disagree because the Office Action is focusing on an immaterial point. The precise value of the pre-determined number of messages is not important to the claim and does not affect interpretation of the claim. An accused infringer or a person of skill in the art can easily understand the claim to say that if available memory is less than a threshold, then the programmable quantity of update messages is ignored, and some (any) pre-determined number of messages is used. The **functional steps or processes** recited in the claims are eminently clear and it is simply unimportant what pre-determined number of messages is used when the ultimate step is performed. The fact that a claim is broad, by covering any quantity, does not make the claim indefinite if the process steps recited in the claim are clear. Reconsideration is respectfully requested.

For claims 18, 19, 49, and 50, the Office Action contends that the claims “are unclear due to the quantity of updated messages are not specific enough ... The predetermined number is not a specific enough specification for updated messages.” Applicants disagree because the Office Action is focusing on an immaterial point. The precise values of the quantity of updated messages, or the pre-determined number of messages, are not important to the claim and do not affect interpretation of the claim. An accused infringer or a person of skill in the art can easily understand the claim to provide for programmatically receiving some (any) quantity of messages, and performing other steps after formatting and after enqueueing those received messages (claim 18), and formatting some (any) pre-determined quantity of update messages and ignoring the programmed quantity. The **functional steps or processes** recited in the claims are

eminently clear and it is simply unimportant what quantity or pre-determined number of messages are used when the steps is performed. The fact that a claim is broad, by covering any quantity, does not make the claim indefinite if the process steps recited in the claim are clear. Reconsideration is respectfully requested.

For claims 23, 24, 54, and 55, the Office Action contends that the claims are vague “because the enqueueing may be suspended if a programmable quantity of formatted update messages have been enqueued ... This is not clearly specifying how enqueueing is functioning.” Applicants disagree. However, solely to advance prosecution efficiently, the claim presently recites that “said enqueueing **is** suspended **when** a programmable quantity of formatted update messages have been enqueued.” Thus enqueueing begins, and when the queue reaches the programmable quantity of messages, queueing is suspended. Reconsideration is respectfully requested.

For claims 25-27 and 56-58, the Office Action contends that the claims are vague “because the enqueueing may be suspended if a programmable quantity of formatted update messages have been enqueued ... This is not clearly specifying how enqueueing is functioning.” Applicants disagree. However, solely to advance prosecution efficiently, the claim presently recites that “said enqueueing **is** suspended **when** a programmable quantity of formatted update messages have been enqueued.” Thus enqueueing begins, and when the queue reaches the programmable quantity of messages, queueing is suspended. Reconsideration is respectfully requested.

Claims 59-62 also were rejected. Solely for purposes of simplifying the case and reducing the number of claims, claims 59-62 are canceled herein, and therefore the rejection is moot.

II. ISSUES RELATING TO PRIOR ART

A. CLAIM 28—CHEN

The Office Action rejected claim 28. Solely for purposes of simplifying the case and reducing the number of claims, claims 28-31 are canceled herein, and therefore the rejection is moot.

B. CLAIMS 1-11, 13-17, 20, 29-33, 35, 36, 38, 40-42, 44, 51—CHEN IN VIEW OF WONG

Claims 1-11, 13-17, 20, 29-33, 35, 36, 38, 40-42, 44, 51 stand rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Chen in view of Wong. The rejection is respectfully traversed.

Claims 1, 23 and 25 are independent claims in method form. All other claims either depend from one of claims 1, 23 or 25, or are computer-readable medium claims having a scope parallel to that of claim 1, 23 or 25. By amendment, features of original claim 9 have been incorporated into claim 1, and these features clearly distinguish over Chen in view of Wong. Other claims have been amended to delete subject matter that would be inconsistent with claim 1.

Claim 1 now recites “**after all** of the first quantity of update messages are formatted in said step of formatting messages for said first peer entity, formatting a second quantity of update messages for a second peer entity.” Original claims 23 and 25 recite “if the first peer entity **has been updated with all** of the plurality of update messages, updating a second peer entity with a second plurality of update messages.” Thus, each of the claims states that the second peer entity is given update messages **after all of the first update messages are formatted for the first peer** (claim 1) or **after the first peer has been updated with all the update messages**. The first peer gets everything first, and the second peer gets update messages **after all** the update messages have been formatted or updated to the first peer (claim 23, 25).

In addressing original claim 9, the Office action (at page 11) relies on Chen 3:23-32, which states that a router provides an update message to a first neighbor and then replicates the update message for a second neighbor. But Chen **does not wait until all the update messages have been formatted for the first peer** (claim 1) or **until the first peer has been updated with all updated messages** (claim 23, 25). Instead Chen 3:23-32—which is part of Chen’s Background, describing prior art—merely describes the “fairness to peers” approach of conventional BGP, in which each update message is formatted and sent to each peer before the next update message is formatted or sent. In sharp contrast, the claimed approach does not use the “fairness to peers” approach of conventional BGP, as explained in applicants’ specification at paragraphs 20, 21, and 32.

Wong does not cure the deficiency of Chen with respect to the features described above. The Office action does not rely on Wong in combination with Chen in addressing original claim 9. Therefore, the approaches of claim 1, 23 and 25 are clearly distinguishable from Chen.

For at least these reasons, Chen alone or in combination with Wong does not provide the complete subject matter that is recited in the claims. Reconsideration is respectfully requested.

#### C. ALLOWABLE SUBJECT MATTER

Applicants appreciate the indication that claims 21, 22, 52, and 53 would be allowable if rewritten.

### III. CONCLUSIONS & MISCELLANEOUS

For the reasons set forth above, all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by telephone relating to any issue that would advance examination of the present application.

A petition for extension of time for three (3) months and otherwise to the extent necessary to make this reply timely filed, is hereby made. If applicable, the petition for extension of time fee and other applicable fees are submitted concurrently herewith. If any applicable fee is

missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,  
HICKMAN PALERMO TRUONG & BECKER LLP

Dated: January 18, 2008

/ChristopherJPalermo#42056/  
Christopher J. Palermo  
Reg. No. 42,056

2055 Gateway Place Suite 550  
San Jose, California 95110-1093  
Telephone No.: (408) 414-1080  
Facsimile No.: (408) 414-1076